

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
Richmond Division

IN RE:

MICHAEL ROBERT DICKINSON
Debtor

Case No.: 18-34024-KRH

Chapter: 13

NOTICE OF FORBEARANCE AGREEMENT DUE TO THE COVID-19 PANDEMIC

Now comes PennyMac Loan Services, LLC (“Creditor”), by and through undersigned counsel, and hereby submits this Notice of Forbearance Agreement to the Court regarding the Debtor’s request for mortgage payment forbearance based upon a material financial hardship caused by the COVID-19 pandemic.

The Debtor recently requested a forbearance period of three (3) months in which the Debtor will not tender mortgage payments to Creditor that would come due on the mortgage starting 07/01/2021 through 09/01/2021. Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period after the forbearance plan ends. Furthermore, Creditor does not waive its rights under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect any post-petition escrow shortage. During the forbearance period Creditor may continue to file notices in compliance with Fed. Rule Bankr. P. 3002.1.

Because of the uncertainties surrounding how long this pandemic will last, Creditor will work with Debtor or Debtor’s counsel to determine when Debtor will be able to resume making mortgage payments and when/how the Debtor will cure the delinquency created by the

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forbearance period (“forbearance arrears”). Once the forbearance plan ends and the Creditor and Debtor or Debtor’s counsel agree on an appropriate repayment or loss mitigation program, Creditor will file a notice or an amended/supplemental claim consistent with local practice.

Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the Mortgage, including, but not limited to, a lapse in insurance coverage or non-payment of property taxes.

In the event it is not the intent of the Debtor to extend the COVID-19 forbearance period, upon receipt of notification from the Debtor or Debtor’s counsel, the forbearance extension will be cancelled and this notice will be withdrawn.

Dated: July 20, 2021

Respectfully Submitted,
BWW Law Group, LLC

/s/ Andrew Todd Rich
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Attorney for the Movant

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CERTIFICATE OF SERVICE

I certify that on this 20th day of July, 2021, the following person(s) were or will be served a copy of the foregoing Notice of Forbearance Agreement via the CM/ECF system or by first-class mail, postage prepaid:

Carl M. Bates, Trustee
P.O. Box 1819
Richmond, VA 23218

Sharon Choi Stuart, Attorney
8002 Discovery Drive
Suite 422
Henrico, VA 23229

Michael Robert Dickinson
3717 Patterson Avenue
Richmond, VA 23221

/s/ *Andrew Todd Rich*

Andrew Todd Rich, Esq.
Attorney
BWW Law Group, LLC